

EXHIBIT A

Term Sheet

(Attached)

TERM SHEET FOR EMERGENCY DEBTOR-IN-POSSESSION FINANCING

Borrower:	Blackjewel, L.L.C., a Delaware limited liability company (the “ <u>Borrower</u> ” and together with its subsidiaries and certain affiliates, the “ <u>Debtors</u> ”).
Administrative Agent and Collateral Agent:	Riverstone Credit Partners – Direct, L.P. (the “ <u>Agent</u> ”).
Lender(s):	Riverstone Credit Partners – Direct, L.P. or its affiliates (collectively, the “ <u>DIP Lender</u> ”).
Amount:	A \$5 million super-priority senior secured Debtor-in-Possession loan facility (the “ <u>DIP Facility</u> ” and the Loans thereunder, the “ <u>Loans</u> ”).
Availability:	The DIP Facility shall be available on a delayed-draw basis as necessary at the time of such drawing in accordance with the Budget attached as Exhibit A (the “ <u>Budget</u> ”).
Maturity Date:	The DIP Facility shall mature on the date that is three (3) months after the Closing Date (as defined below) (the “ <u>Maturity Date</u> ”).
Interest Rate:	Drawn amounts under the DIP Facility shall bear interest at a rate equal to LIBOR plus 850 basis points. Undrawn amounts under the DIP Facility shall be charged an undrawn fee equal to 425 basis points.
Use of Proceeds:	The Loans shall be used exclusively to fund (i) the implementation of security measures at the Debtor’s coal mines that are essential to the preservation and protection of the property and equipment located thereon, (ii) essential firefighting personnel to the extent required to extinguish the active fires at the Debtor’s coal mines, (iii) professional fees of the Debtors’ professionals in an amount not to exceed \$500,000 (which amount shall be deposited, within two business days after entry of the Interim Approval Order (defined below), in a separate escrow account for the exclusive benefit of the Debtors’ professionals), and (iv) other essential emergency expenses of the Debtors, all subject to the Budget.
Priority:	The DIP Facility shall be secured by valid, binding, enforceable, non-avoidable, automatically and properly perfected postpetition senior priming security interests and liens on all assets of the Debtors. The DIP Facility shall have allowed superpriority administrative expense claim status pursuant to sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code against each of the Debtors, which shall be senior to all other administrative expenses or other claims, including those arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 546(c), 546(d), 726, 1113, and 1114 of the Bankruptcy Code.
Conditions Precedent:	<p>The availability of the DIP Facility shall be subject to the satisfaction of the following conditions precedent (the date of such satisfaction, the “<u>Closing Date</u>”):</p> <p>(a) The Agent has received evidence satisfactory to it in its sole discretion that Jeff Hoops and any members of Mr. Hoops’ family (Jeff Hoops and such employees, collectively the “<u>Subject Employees</u>”) have (i) resigned or otherwise been removed in all capacities from each position held with the Debtors (including in his capacity as a board member of any such entities) and (ii) are no longer authorized to conduct business on behalf of the Debtors in any capacity, including by having access to any bank accounts of the Debtors or having the ability to act as signatory for, or otherwise bind the Debtors.</p>

	<p>(b) Dave Beckman shall be the current acting Chief Restructuring Officer of the Debtors and shall be appointed as having the authority to undertake any action that the CEO of any of the Debtors would be authorized to take.</p> <p>(c) Entry of an order, satisfactory in form and substance to the Agent and the DIP Lender, by the Bankruptcy Court approving the DIP Facility and this Term Sheet (the “<u>Interim Approval Order</u>”).</p> <p>(d) The Loans shall have been found to have been extended by the Lender and in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and are entitled to the full protection of section 364(e) of the Bankruptcy Code regardless of whether the Interim Approval Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Debtors’ Chapter 11 Cases are subsequently converted or dismissed.</p> <p>(e) The Debtors shall take all reasonable efforts to secure the Debtors’ business operations and to ensure that the Subject Employees and any other unauthorized personnel of the Debtors do not access or interfere with the business of the Debtors.</p> <p>(f) No Event of Default (other than under clause (d) thereof) shall have occurred and be continuing.</p> <p>(g) Any amount drawn from the DIP Facility shall be certified in writing by the Chief Restructuring Officer as necessary at such time in accordance with the Budget.</p>
Affirmative Covenant:	<p>Usual and customary for transactions of this type, including (the “<u>Affirmative Covenants</u>”):</p> <p>The Borrower and its subsidiaries shall, upon the request of the Agent (which may be made at any time for any reason), provide the Agent with unlimited access to all (i) financial and other records and documentation of the Borrower and its subsidiaries pertaining to their respective businesses, (ii) properties of the Borrower and its subsidiaries and (iii) professionals and other advisors and employees of the Debtors.</p>
Events of Default:	<p>Usual and customary for transactions of this type, including:</p> <p>(a) Non-Payment of principal or interest under the DIP Facility when due.</p> <p>(b) A breach by the Debtors of the Affirmative Covenants.</p> <p>(c) Either of the Interim Approval or the final order approving the DIP Facility of the Bankruptcy Court is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect.</p>

	<p>(d) Any of the conditions precedent set forth above (which for purposes hereof, shall be tested anew at all times) shall cease to be satisfied at any time on or after the Closing Date.</p> <p>(e) Failure of the Bankruptcy Court to enter a final order approving the DIP Facility on or before August 10, 2019.</p>
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